Every Man's Lawyer:

OR

Every Man his Own Scribener and

CONVEYANCER,

CONTAINING

ALL THE MOST USEFUL FORMS,

Laid down in so plain a manner, that every man can draw any instrument of writing, without the assistance of an Attorney.

IN A METHOD ENTIRELY NEW.

By a Gentleman of the Bar.

To which is annexéd an abridgement of the

LAW DICTIONARY,

CONTAINING

An explanation of the Law terms most generally used,

Selected chiefly from

Jacob's Law Dictionary.

PHILADELPHIA:

PRINTED AND PUBLISHED BY J. ROBB,

1830.

NOTE WITH INTEREST.

$100

I promise to pay to Jacob Gould, or order, the sum of One Hundred Dollars, on demand, with interest till paid, without defalcation, for value received. Witness my hand, this 4th day of March, one thousand eight hundred and thirty.

LOYD SMITH.

PROMISSORY NOTE.

Philadelphia, January 1st. 1830.

$200—

Six Months after date, I promise to pay to Jehu Horter, or order, the sum of Two Hundred Dollars, for value received. Without defalcation —Witness my hand the 1st of January, one thousand eight hundred and thirty.

RICHARD POOR.

(*No witness is required.*)

NOTE WITH SECURITY.

$800

WE, or either of us, promise to pay John Thompson, or order, Eight Hundred Dollars, on the first day of April, one thousand eight hundred and thirty, with lawful interest for the same, without defalcation —for value received. Witness our hands this 1st day of April, one thousand eight hundred and twenty-nine.

SIMON ROSS,
PETER ODDS.

Judgment Note.

I promise to pay C. W. Jolly, or order, One Thousand Dollars, on the first day of April, one thousand eight hundred and thirty, with lawful interest for the same, without defalcation. For value received.—And further, I do hereby empower any attorney of the Court of Common Pleas of Montgomery County, or any other Court of Record of Pennsylvania, to confess Judgment for the above sum and cost, with release of errors, &c. Witness my hand and seal this 1st day of April, one thousand eight hundred and twenty-nine.

THOMAS RUDOLPH.

Sealed and delivered in presence of

REMARKS.—The principal differences between a sealed note and one without a seal, are, that the former must be first paid in the settlement of a decedent's estate, and is not barred by the state of limitation.

Notes payable to order or bearer, when transferred, give to the assignee a right against all the antecedent parties whose names are on them.

A Note may be transferred either before or after it is due. When taken before due, the assignee is not affected by any circumstances existing between the antecedent parties to the Note. When received after due, the assignee takes the Note, subject to all the equitable rights existing between the parties.

RECEIPT.—GENERAL FORM.

Received, Philadelphia, April 29th, 1829, of Zebulon Goodman, Twenty Five Dollars and Eighty Four Cents, in full (for store goods) of all demands.

FREDERICK CASHMAN.

$25 84

FOR MONEY RECEIVED OF A THIRD PERSON.

Received, Harrisburg, April 12th, 1830, of John Copeland, by the hands of Peter Painter, the sum of Fifty Dollars, Fifty cents, on account.

$50 50

THOMAS JEFFERSON.

RECEIPT FOR INTEREST DUE ON A BOND.

Received, Philadelphia, March 15th, 1830, of Casper Lamb, the sum of Sixty Dollars, in full for one year's interest of One Thousand Dollars, due to me the first day of March last, on bond by the said Casper Lamb.

$60 00.

AMOS HANDY.

Bill of Exchange.

$1000 *Philadelphia, March 1, 1830.*

Sixty days after sight, pay to Lyman Goodman, or order, this my first Bill of Exchange for One Thousand Dollars, (second, third and fourth, of the same tenor and date not being paid,) for value received, without farther advice from

Your humble servant,

JOHN NEWCOMER.

To ELLIS THORNTON, Esq. New Orleans.

Proxy to Vote for Directors of the Bank of the United States.

Know all men by these Presents, That I, Jeremiah Yeagel, of Montgomery County, have constituted, appointed, and do hereby constitute and appoint Jesse Old, of Philadelphia, to be my true and lawful substitute, and proxy for me, and in my name to vote at any election for Directors of the Bank of the United States, or any other question that may be put, at a stated or special meeting of the stockholders of the said Bank, as fully as I might or could do if present. Witness my hand, this first day of March, one thousand eight hundred and thirty.

JEREMIAH YEAGEL.

NOTICE.—*From a Landlord to a Tenant.*

SIR,

Being in possession of a certain house and lot of ground, with the appurtenances, belonging to me, situate in Germantown, which was demised to you by me, for the term of One Year, which said term will expire and terminate on the first day of April; I hereby notify you, that it is my desire to have again and re-possess the said premises, and I do hereby demand and require you to leave the same.

Witness my hand this first day of January, one thousand eight hundred and thirty.

PETER WELLS.

MR. EDMUND GOOD.

ASSIGNMENT OF A BOND OR BILL.

I do hereby, assign and set over all my right, title, claim, interest, property, and demand, whatsoever, in, and to the within bond, (or bill,) unto Robert Seebold, for value received.

Witness my hand and seal, this first day of March, one thousand eight hundred and thirty.

MOSES HILLEGAS.

☞ Assignments of Bonds or Bills, in order to enable the assignee to sue in his own name, must be made under the hand and seal of the assignor, and before two or more credible witnesses.

THE FORM OF AN ACCOMMODATION NOTE TO BE DISCOUNTED AT THE BANK OF THE U. S.

$1600 Philadelphia, February 1, 1830.

Sixty days after date I promise to pay to the order of William Wallace, Sixteen Hundred Dollars, without defalcation. Value Received.

JAMES GOULD.

Credit the Drawer.

RODGER HOPEWELL.

THE FORM OF A COMMON NEGOTIABLE NOTE.

$1000 Philadelphia, February 1, 1830.

Sixty days after date, I promise to pay to the order of Valentine Heist, One Thousand Dollars, without defalcation. Value received.

JOHN PAYWELL.

INDENTURE OF AN APPRENTICE.

This Indenture *Witnesseth*, That John Etzler, of the city of Pittsburg, son of Joseph Etzler, by and with the consent of his Father, as testified by his signing as a witness hereunto, hath put himself, and by these presents doth voluntarily, and of his own free will and accord, put himself apprentice to Jonathan Potts, of the same place, Carpenter, to learn his art, trade and mystery, and after the manner of an apprentice, to serve him from the day of the date hereof, for and during the full end and term of five years and six months, next ensuing. During all which term, the apprentice, his said master faithfully shall serve, his secrets keep, his lawful commands every where gladly obey. He shall do no damage to his said master, nor see it done by others, without telling or giving notice thereof to his said master. He shall not waste his said master's goods, nor lend them unlawfully to any. With his own goods, nor the goods of others, without license from his said master he shall

buy nor sell. He shall not absent himself, day nor night, from his said master's service, without leave; nor visit ale-houses, taverns or play-houses; but in all things behave himself as a faithful apprentice ought to do, during the said term. And the said master shall use the utmost of his endeavors to teach, or cause to be taught or instructed, the said apprentice, in the trade or mystery of a Carpenter, and procure for him sufficient meat, drink, apperal, lodging and washing, fitting for an apprentice, during the said term of five years and six months, and give him within the said term, six months' schooling, one-half thereof is to be in the last year of the said term, and when he is free, to give him two suits of Clothing, one whereof is to be entirely new. And for the performance of all and singular, the covenants and agreement aforesaid, the said parties bind themselves each unto the other, firmly, by these presents. In witness whereof, the said parties have set their hands and seals

hereunto. Dated the first day of March, in the year of our Lord one thousand eight hundred and thirty. JONATHAN POTTS, *(L.S.)*

Sealed and delivered in presence of JOHN ETZLER. *(L.S.)*
JOSEPH ETZLER.

ASSIGNMENT OF AN APPRENTICE.

Know all men by these presents, That I, the within named Jonathan Potts, for divers good causes and considerations, have assigned and set over, and by these presents as far as I lawfully may or can do, assign and set over the within Indenture, and the apprentice therein named, unto Philip Apple, his heirs and assigns. He and they performing all and singular the covenants therein contained on my part and behalf to be done, kept, and performed, and indemnifying me from the same. Witness my hand and seal the first day of March, one thousand eight hundred and thirty.

JONATHAN POTTS, *(L.S.)*

Witness present,

COMMON AND JUDGMENT BOND.

Know all men by these presents, That I, John Cook, of the town of Harrisburg, County of Dauphin, and State of Pennsylvania, am held and firmly bound unto James Irwin, of Middletown, in the County and State aforesaid, in the sum of One Thousand Dollars, lawful money of Pennsylvania, to be paid to the said James Irwin, or to his certain attorney, executors administrators, or assigns. To which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, and every of them firmly, jointly, and severally by these presents.—Sealed with my seal—Dated the first day of March, one thousand eight hundred and thirty.

The Condition of this obligation is such, that if the above bounden John Cook, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named James Irwin, or to his certain attorney, executors, administrators, or

assigns, the sum of five hundred dollars, like money as aforesaid, on or before the first day of March next, ensuing the date hereof, with lawful interest, without any fraud or further delay; then the above obligation to be void, or else to be and remain in full force and virtue.

(The above is the Common Bond entire, and by attaching the following Judgment to it, will complete the Common Judgment Bond.)

And further, I do hereby empower any attorney of the court of Common Pleas of Dauphin county, or any other court of record of Pennsylvania, or elsewhere, to appear for me, and after one or more declarations, filed for the above penalty, thereupon to confess judgment or judgments, as of last, or any subsequent tem, with stay of execution until the day of payment herein before contained, with release of errors, &c.

Sealed and delivered in presence of

ASSIGNMENT OF A BOND.

For a valuable consideration, to me in hand paid by Robert Lucas, I do hereby assign and set over the within obligation, and all the monies due thereon, unto the said Robert Lucas, his heirs and assigns. And in case the same cannot be recovered of John Cook, the obligor within named, then I promise and agree to pay the amount thereof, with all charges thereupon accruing, unto the said Robert Lucas, his heirs and assigns. Witness my hand and seal, the first day of March, one thousand eight hundred and thirty.

JAMES IRWIN.

[*There should be two subscribing witnesses to this instrument.*]

RELEASE AND INDEMNITY AGAINST A BOND MISLAID OR LOST,

The condition of this obligation is such, That whereas John Cook, in and by a certain obligation. bearing date on or about the first day of March, became bound unto James Irwin, in the sum of One Thousand Dollars, conditioned for the payment of Five Hundred Dollars, which said obligation is since lost or mislaid. And whereas the said John Cook, hath fully satisfied and paid the sum of Five Hundred Dollars, with its interest, due on the said obligation, the receipt whereof the said James Irwin doth hereby acknowledge, and thereof, and from every part thereof, and all actions, suits and demands, concerning the same, doth acquit, and forever discharge the said John Cook, his heirs, executors and administrators, by these presents. If, therefore, the said James Irwin, his heirs, executors and administrators shall and do

deliver up the said obligation, when it shall be found, to the said John Cook, his heirs, executors or administrators, to be cancelled; and until the same shall be so delivered up and cancelled, shall save, defend, keep harmless, and indemnify the said John Cook, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements of and from the said obligation, and of and from all actions, suits, payments, costs, charges, for or by reason thereof. Witness my hand and seal, the fourth day of July, one thousand eight hundred and thirty.

JAMES IRWIN, (*L.S.*)

Sealed and delivered in presence of

Lease of a Farm.

This Indenture, Made the first day of January, in the year of our Lord, one thousand eight hundred and thirty, between Simon Candor, of the township of Jefferson, in the county of Washington, and state of Pennsylvania, Yeoman, of the one part, and Peter Armor, of Adams township, county and state aforesaid, Yeoman, of the other part, witnesseth, That the said Simon Candor, for and in consideration of the yearly rent and covenants herein after mentioned and reserved on the part and behalf of the said Simon Candor, his heirs, executors, and administrators, to be paid, kept, and performed, hath demised, set and to farm, let, and by these presents doth demise, set and to farm, let unto the said Peter Armor, his heirs and assigns, all that certain message or tenement, tract, piece, or parcel of land, situate in the township of Jefferson aforesaid, adjoining land of Abraham Erb, John Slough, William Morris, and others, and now in the tenure of Rudolph Williams, containing five hundred acres, together with all and singular

the buildings, improvements, and other the premises hereby demised with the appurtenances. To have and to hold the same unto the said Peter Armor, his heirs and assigns, from the first day of April next ensuing the date hereof, for and during the term of five years, thence next ensuing, and fully to complete and ended; yielding and paying for the same unto the said Simon Candor, his heirs and assigns, the yearly rent, or sum of five hundred dollars, on the first day of April, in each and every year during the term aforesaid. And at the expiration of the said term, or sooner, if determined upon, he, the said Peter Armor, his heirs, and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises, with the appurtenances, unto the said Simon Candor, his heirs and assigns, in as good order and repair as the same now are, reasonable wear, tear, and casualities which may happen by fire or otherwise, only excepted. In witness whereof the said parties have hereunto interchangeably set their hands and seals, the day and year above written. SIMON CANDOR, (*L.S.*)

Sealed and delivered in presence of PETER ARMOR, (*L.S.*)

Lease of a House.

Agreed, the tenth day of January, in the year of our Lord, one thousand eight hundred and thirty, between Philip Baker, of the town of Harrisburg, in the county of Dauphin, and state of Pennsylvania, Tailor, of the one part, and John Dudley, of the same place, Watchmaker, of the other part, as follows: The said Philip Baker, doth let unto the said John Dudley, his heirs and assigns, a certain lot of land, whereon is erected a frame dwelling and stable, situate in the town aforesaid, and now occupied by Abel Slemer, adjoining land of John Brag, for the term of one year, from the first day of April next, for the yearly rent of seventy-five dollars, to be paid in four equal quarterly payments, viz: on the first days of July, October, January and April, which said yearly rent, the said John Dudley doth hereby for himself, his executors and administrators, covenant and agree to pay unto the

said Philip Baker, his heirs, executors, and assigns: And at the expiration of the said term, or sooner, he, the said John Dudley, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises with the appurtenances, unto the said Philip Baker, his heirs and assigns, in as good order and repair, as the same now are; reasonable wear, tear, and casualties which may happen by fire or otherwise, only excepted. In witness whereof, we have hereunto set our hands and seals, the day and year above written.

JOHN DUDLEY, (*L.S.*)
PHILIP BAKER, (*L.S.*)

Witness present,

ASSIGNMENT OF A LEASE.

Know all men by these presents, That I, John Roads, the lessee within named, for and in consideration of one hundred dollars, to me in hand paid by Samuel Stubbs, at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto the said Samuel Stubbs, his heirs and assigns, the within indenture of lease, together with all and singular, the premises hereby demised, with the appurtenances, to have and to hold the same unto the said Samuel Stubbs, his heirs and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved, and contained on my part and behalf to be done, kept, and performed. Witness my hand and seal, the twentieth day of August, 1830.

JOHN ROADS, (*L.S.*)

Sealed and delivered in presence of

AGREEMENT FOR SALE OF AN ESTATE.

Articles of Agreement, Indented, made and concluded, and agreed upon, the tenth day of October, in the year of our Lord, one thousand eight hundred and twenty-nine, between Joseph Bowers, of the township of New Hanover, in the county of Montgomery, and state of Pennsylvania, Yeoman, of the one part, and Jacob Willis, of the township and county aforesaid, of the other part, as follows, to wit:

The said Joseph Bowers, for the consideration herein after mentioned doth for himself, his heirs, executors and administrators, covenant, promise, grant, and agree, to and with the said Jacob Willis, his heirs and assigns, by these presents, that he, the said Joseph Bowers, shall and will, on or before the first day of April, next ensuing the date hereof, at the proper costs and charges of the said Joseph Bowers, his heirs and assigns, by such deed or deeds of conveyance, as he or they, or his or

their council, learned in law, shall advise, well and sufficiently grant, convey and assure, unto the said Peter Willis, his heirs and assigns, in fee simple, clear of all incumbrances, all that plantation or farm, containing five hundred acres, situate in the township of New Hanover, Montgomery county, adjoining lands of Jacob Missing, and now in the tenure of Slick Job; together with all and singular the buildings, improvements and other the premises hereby demised, with the appurtenances. In consideration whereof, the said Peter Willis, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said Joseph Bowers, his heirs and assigns, by these presents, that he the said Peter Willis, his heirs, executors and administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said Joseph Bowers, his executors, administrators, or assigns, the sum of Eighteen Hundred Dollars, in manner following, to wit: six hundred dollars, part thereof, on the delivery of the deed for the premises; six hundred dollars more, thereof, on the first day of July, which will be

in the year of our Lord, one thousand eight hundred and thirty; and six hundred dollars on the first day of October, then next ensuing.

And for the true performance of all and every, the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators and assigns, in the penal sum of four thousand dollars, firmly by these presents. In witness whereof, the said parties to these presents have hereunto set their hands and seals. Dated the day and year first above written.

JOSEPH BOWERS, *(L.S.)*
PETER WILLIS, *(L.S.)*

Sealed and delivered in the presence of

AGREEMENT FOR BUILDING A HOUSE.

Articles of Agreement, Made and fully agreed upon the first day of May, in the year of our Lord, one thousand eight hundred and thirty, between Jacob Missimer, of Fairview, in the county of Chester, and state of Pennsylvania, merchant, of the one part, and John Shillic, of Lawrenceville in the county and state aforesaid, carpenter, of the other part, to wit: The said John Shillic, for the consideration hereafter mentioned, doth for himself, his executors and administrators, covenant promise and agree, to and with the said Jacob Missimer, his executors, administrators and assigns, that he, the said John Shillic, shall and will, within the space of eight months, next after the date hereof, in good and workman-like manner, and according to the best of his art and skill, well and substantially erect, build set up, and finish, one house or messuage, in Coventry township, Chester county, of the dimentions fol-

lowing: [*here insert the dimentions*] and compose the same with stone, brick, timber, and other materials, as the said Jacob Missimer, or his assigns shall find and provide for the same. In consideration whereof, the said Jacob Missimer, doth for himself, his executors and administrators, covenant and promise, to and with the said John Shillic, his executors and assigns, well and truly to pay, or cause to be paid, unto the said John Shillic, his executors, administrators and assigns, the sum of two thousand dollars, in manner following, to wit: one thousand dollars, at the beginning of said work, five hundred dollars more, in four months, provided the said house be at least one half done, and the remaining five hundred dollars, in full for the said work, when the same shall be completely finished. And also, that the said Jacob Missimer, his executors, administrators or assigns, shall and will, at his and their own expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house. And for the true performance of all and singular the covenants and agreements aforesaid,

each of the said parties bindeth himself, his heirs, executors and administrators, unto the other, his executors, administrators and assigns, in the penal sum of four thousand dollars, firmly by these presents. In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

JACOB MISSIMER, (*L.S.*)
JOHN SHILLIC, (*L.S.*)

Sealed and delivered in the presence of

AGREEMENT WITH A CLERK OR WORKMAN.

It is Agreed, this first day of April, in the year of our Lord, one thousand eight hundred and thirty, between Jacob Bucher and Samuel Smith, both of the borough of Pottstown, and county of Montgomery, in manner following, to wit; The said Samuel Smith, covenants and agrees faithfully, truly, and diligently to write (or work) for, and act as the clerk (or journeyman) of him, the said Jacob Bucher, from the day of the date hereof, for and during the space of one whole year, if so long both parties live, without absenting himself, from the same; during which time, he, the said Samuel Smith, will resort to the said Jacob Bucher's office [or shop] in Pottstown, and there attend, and perform the clerkship, [or work] aforesaid, without revealing any of the secrets of the said Jacob Bucher, his occupation or business. In consideration of which service, so to be performed, he, the said Jacob Bucher, covenants and agrees, to allow and pay, to the said Samuel Smith, the sum of five hundred dollars by 4 equal quarterly payments, or oftener, if required. Provided nevertheless

less, that when, and as often as the said Jacob Bucher hath not writing [or work] sufficient to keep the said Samuel Smith in employ, then and so often, during such time, it shall be lawful for the said Samuel Smith to do any other business for his own use, and on his own account; but if it should happen that the said Samuel Smith fall sick, or shall be absent from the office [or shop] of the said Jacob Bucher, when he has employment for him, then such absent time shall be deducted, allowed for, and made up to the said Jacob Bucher. And for the true performance of all and singular, the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators unto the other, his executors, administrators and assigns, in the penal sum of one thousand dollars, firmly by these presents. In witness whereof we have hereunto set our hands and seals, the day and year above written.

SAMUEL SMITH, *(L.S)*
JACOB BUCHER, *(L.S.)*

Sealed and delivered in the presence of

BILL OF SALE OF GOODS.

Know all men by these presents, That I, Aaron Allen, of the borough of Reading, county of Berks, and state of Pennsylvania, Merchant, for and in consideration of the sum of one thousand dollars, to me in hand paid by Jacob Dean, of the same place, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained sold, and delivered, and by these presents do bargain, sell and deliver, unto the said Jacob Dean, [*here insert the goods sold*] to have and to hold the said goods unto the said Jacob

Dean, his executors, administrators and assigns, to his and their own proper use, benefit, and behoof for ever. And I, the said Aaron Allen, my heirs, executors, and administrators, the said bargained premises, unto the said Jacob Dean, his executors, administrators and assigns, from and against all persons whomsoever, shall and will warrant, and for ever defend, by these presents. In witness whereof, I have hereunto set my hand and seal, this first day of March, one thousand eight hundred and thirty.

AARON ALLEN, (*L.S.*)

Sealed and delivered in the presence of

ANOTHER. — A BILL OF SALE OF GOODS.

Know all men by these presents, That I, C. Shrom, of W. Chester, Chester co. Pa. merchant, for and in consideration of the sum of five hundred dollars, to me in hand paid, by G. Dohran, of the same place, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents, do grant, bargain and sell, unto the said George Dohran, his executors, administrators and assigns, all the goods, household stuff, implements and furniture, and all other goods and chattels whatsover, mentioned and expressed in the schedule hereunto annexed. [*Or thus*, herein after particularly mentioned, that is to say, one bureau, &c.] now remaining and being in the house of Casper Shrom: To have and to hold all and singular, the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned, or intended so to be, to the said George Dohran, his executors, administrators and

assigns for ever. And I, the said Casper Shrom, for myself, my heirs, executors and administrators, all and singular, the said goods, &c. unto the said George Dohran, his executors, administrators and assigns, against me, the said Casper Shrom, my executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant, and forever defend by these presents. Of all and singular which said goods, &c. I the said Casper Shrom, have put the said George Dohran in full possession, by delivering to him the said George Dohran, one silver spoon, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned, or intended so to be, unto him, the said George Dohran, as aforesaid. In witness whereof, I have hereunto set my hand and seal, the first day of March, one thousand eight hundred and thirty.

CASPER SHROM, (*L.S*)

Sealed and delivered in the presence of

LETTER OF ATTORNEY.—TO RECEIVE DEBTS.

Know all Men by these Presents, That I, Martin Andrews, of the borough of Doylestown, county of Bucks, and state of Pennsylvania, Hatter, (for divers good causes and considerations, me hereunto moving,) have made ordained, authorised, constituted and appointed, and by these presents do make, ordain, authorise, constitute and appoint Ephraim Root of the same place, my true and lawful attorney, (irrevocable) for me and in my name, and to my use, (or, to the use of him the said Ephraim Root) to ask, demand, sue for, recover and receive of George Anderson, of Rockhill township, county and state aforesaid, all and every such sum and sums of money, debts and demands whatsoever, which now are due and owing unto me, the said Martin Andrews, by and from the said George Anderson, and in default of payment thereof, to have, use and take, all lawful ways, and means, in my name or otherwise, for the reco-

very thereof, by attachment, arrest, (distress,) (re-entry,) or otherwise, (and to compound and agree for the same.) and, on receipt whereof, to make, seal and deliver acquittances, or other sufficient discharges for the same, for me, and in my name; and to do all lawful acts and things whatsoever concerning the premises, as fully, in every respect, as I myself might or could do, if I were personally present, and an attorney or attornies under him for the purposes aforesaid, to make, and at his pleasure, to revoke; hereby ratifying, allowing and confirming, all and whatsoever my said attorney shall in my name lawfully do, or cause to be done, in and about the premises, by virtue of these presents. In witness whereof, I have hereunto set my hand and seal, the first day of May one thousand eight hundred and thirty.

MARTIN ANDREWS, *(L.S.)*

Sealed and delivered in the presence of

LETTER OF ATTORNEY.

Know all Men by these Presents, That I, David Simpson, of the borough of Norristown, county of Montgomery, Pa. Merchant, have made, constituted and appointed, and by these presents do make, constitute and appoint, and in my place and stead, put and depute Samuel Douglas of Pottstown, in the county and state aforesaid, Carpenter, my true and lawful attorney, for me and in my name, and, for my use, to ask, demand, sue for, recover and receive all such sum and sums of money, debts, goods, wares, dues, accounts, and other demands whatsoever, which are, or may be due, owing, payable, and belonging to me, or detained from me, by any manner of ways and means whatsoever, or in whose hands soever the same may be found; *and also to pay and discharge all sums of money, due and owing by me, to any person or persons whatsoever*, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, use, and

take all lawful ways and means in my name, and for the purposes aforesaid, and upon the receipt of any such debts, dues or sums of money, acquittances, or other sufficient discharges for me, and in my name to make, seal and deliver. And generally, all and every act or acts, thing or things, device and devices in the law, whatsoever needful and necessary to be done in and about the premises, for me and in my name to do, execute and perform, as fully, largely and amply, to all intents and purposes, as I myself might or could do, if personally present, and attornies one or more under him, for the purpose aforesaid, to make and constitute, and again to revoke at pleasure.—Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever my said attorney shall lawfully do, in and about the premises aforesaid, by virtue hereof. In witness whereof, I have hereunto set my hand and seal, the first day of March in the year of our Lord, one thousand eight hundred and thirty.

DAVID SIMPSON, (*L.S.*)

Sealed and delivered in the presence of

Montgomery County, ss.

On the first day of March, in the year of our Lord, one thousand eight hundred and thirty, personally appeared before me the subscriber, one of the Justices of the peace, in and for said county, the above named David Simpson, and acknowledged the foregoing Letter of Attorney, to be his act and deed. Witness my hand and seal, on the day and year above written.

ALEXANDER MOORE, J. P. *(L.S)*

REMARKS.—A Letter of Attorney is an instrument of writing authorising another to do some lawful act, in the name of the person who executes such letter, as to receive debts, to sue a third person, or give or receive seisin of lands. If a letter of attorney be going into a different jurisdiction; it should be acknowledged before a Judge or a Justice of the Peace. All Powers of Attorney shall be accounted, deemed, and taken to be in force, until the attorney or agent shall have due notice of a countermand, revocation, or death of the constituent.

CONDITIONS OF PUBLIC VENDUE.

THE Conditions of the present public vendue, made and held this first day of January, A. D. one thousand eight hundred and thirty, for the sale of a Messuage, and tract of about thirty acres of Land, with the appurtenances, situate in Union township, Berks county, now in the tenure of Joseph Dupe, are as follows: The highest and best bidder to be the buyer, and if any dispute arise, as to the last and best bidder, the property shall be put up at a former bidding. That the purchaser shall within one hour after the property is struck off to him, pay down the sum of two hundred dollars, lawful money of Pennsylvania, or give his note of hand, payable ten days after date, and shall pay the further sum of one thousand dollars, like money aforesaid, on the first day of April next, and give satisfactory security for the payment of the residue, in two equal annual payments thereafter, with lawful interest from the said first day of April next, payable annually. On the purchaser performing

as aforesaid, the subscriber hereby obligates and binds himself, his heirs, executors, administrators or assigns, that he, or either of them, shall and will, at the proper cost and charges of such purchaser, his heirs or assigns, sign, seal and deliver, or cause so to be done, a good and sufficient deed, in fee simple, for conveying and assuring the said premises, with the appurtenances, unto the said purchaser, his heirs or assigns; and shall and will, on the first day of April next, (the purchaser having performed as aforesaid,) give a quiet and peaceable possession of said premises to the purchaser, his heirs or assigns. [Here make the necessary reserves, such as grain in the ground, &c.] And for the true performance of all and singular, the covenants aforesaid, I, Simon Robb, do for myself, my heirs, executors, administrators and assigns, hereby bind myself to comply with the aforesaid conditions. In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

SIMON ROBB, *(L.S.)*

Sealed and delivered in the presence of

SALE OF GOODS AND CHATTELS.

THE Condition of this present public vendue, held this first day of March, A. D. one thousand eight hundred and thirty, for the sale of the goods and chattels of the subscriber, are as follows:—The highest and best bidder to be the buyer; any person buying to the amount of five dollars, and under, to pay cash, and for all sums exceeding, the purchasers to have three months credit from this date, by giving their notes of hand, [before the removal of the goods,] with approved security.

NUGEAN PHILIPS.

Mortgage.

This Indenture, Made the first day of May, in the year of our Lord one thousand eight hundred and thirty, between Richard Kelly, of Coventry township, Chester county, and state of Pennsylvania, of the one part, and Job Gothic, of Pikeland township, county and state aforesaid, of the other part, witnesseth, That the said Richard Kelly, in and by a certain bond or obligation, duly executed, bearing even date herewith, doth stand bound unto the said Job Gothic, in the penal sum of one thousand dollars, lowful money of the state of Pennsylvania, conditioned for the payment of five hundred dollars, lawful money aforesaid, on the first day of April, next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, more fully appears. Now, this Indenture witnesseth, that the said Richard Kelly, as well for and in consideration of the aforesaid debt, or sum of five hundred dollars, and for the better securing

the payment thereof, with interest till paid, unto the said Job Gothic, his executors, administrators and assigns, in discharge of the said recited obligation, as of the further sum of one dollar to him paid by the said Job Gothic, at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said Job Gothic, his executors, administrators and assigns, all that, &c. [*Here insert the premises.*]

Together with all and singular the buildings, improvements, ways, water cources, rights, liberties, privileges, hereditiments, and appurtenances whatsoever, unto the said hereby granted premises, belonging, or in any wise appertaining, and the reversions and remainders thereof: To have and to hold the said messuage, &c. hereditiments and premises hereby granted or mentioned, or intended so to be with the appurtenances, unto the said Job Gothic, his heirs and assigns, to the only proper use and behoof of the said Job Gothic, his heirs and assigns for

ever. Provided always, nevertheless, that if the said Richard Kelly, his heirs, executors, administrators or assigns, shall and do well and truly pay or cause to be paid, unto the said Job Gothic, his executors, administrators or assigns, the aforesaid debt, or sum of five hundred dollars, on the day and time herein before mentioned and appointed, together with lawful interest for the same, according to the condition of the said recited obligation, without fraud or further delay, and without deduction, defalcation or abatement to be made for, or in respect of any taxes, charges or assessments, whatsoever, then, as well this present indenture, and the estate hereby granted, as the said recited obligation shall become void, and of no effect, any thing herein before contained to the contrary in any wise, notwithstanding. In witness whereof, the said parties have hereunto set their hands and seals, the day and year above written,

Sealed and delivered in the presence of

ACKNOWLEDGMENT OF A MORTGAGE.

THE first day of May, A. D. one thousand eight hundred and thirty, before me, the subscriber, one of the Justices of the Peace, in and for the county of Chester, came the above named Richard Kelly, and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such. Witness my hand and seal.

JOHN BROOKS, J. P. *(L.S.)*

REMARKS.—Every contract for securing money, by a conveyance of real estate to the lender, is deemed in equity a mortgage; and the borrower will be entitled to redeem his property, although the conveyance is on the face of it absolute.

All persons who have an estate in lands or other real property, may mortgage the same to the extent of their interest, if they are not under a legal disability; as infancy, or coverture in a woman.

A mortgage on real property, in order to be protected, against a subsequent mortgage or conveyance, must be registered in the Clerk's office of the county where the estate lies.

A mortgage for the purchase money, made at the time of the conveyance, takes preference to any previous judgment.

Deed.—*Common form.*

This Indenture, Made the first day of April, in the year of our Lord, one thousand eight hundred and thirty, between Henry Kling, of Amity township, Berks county, and state of Pennsylvania, gentleman, and Catharine, his wife, of the one part, and Thomas Hoge, of the county and state aforesaid, yeoman, of the other part, [*here recite the title,*] witnesseth, That the said Henry Kling, and Catharine, his wife, for, and in consideration of the sum of three thousand dollars, to them in hand paid by the said Thomas Hoge, at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Thomas Hoge, his heirs, executors and administrators, by these presents, have granted, bargained, sold, alienated, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm, unto the said Thomas Hoge, and to his heirs and assigns, all that messuage,

&c. Together with all and singular, other the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, [*here insert exceptions,*] and the reversions and remainders, rents, issues, and profits thereof: And also, all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said Henry Kling, and Catharine, his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said messuage or tenement, and tract of ——— acres of land, hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, [*except as before excepted,*] unto the said Thomas Hoge, his heirs and assigns, to the only proper use and behoof of the said T. Hoge, his heirs and assigns, for ever. [*Here insert the covenants.*] In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written. *Sealed and delivered in the presence of*

ACKNOWLEDGMENT OF A DEED.

Berks County, ss.

The first day of April, in the year of our Lord, one thousand eight hundred and thirty, personally appeared before me, the subscriber, one of the Justices of the Peace, in and for the county aforesaid, [or one of the Judges of the Court of Common Pleas, in and for the county aforesaid, as the case may be,] the above named Henry Kling, and Catharine his wife, and acknowledged the above written indenture, to be their, and each of their act and deed, and desired the same as such, might be recorded according to law. She, the said Catharine, being of lawful age; separate and apart from her said husband, by me examined, and the full contents of the said Indenture unto her made known. Whereupon she did declare, that she did voluntarily, and of her own free will and accord, seal, and as her act and deed, deliver the same without any concern, or compulsion of her said husband whatever. Witness my hand and seal.

F. LINDERMAN, J. P. *(L.S)*

RECEIPT.

Received, on the day of the date of the above written indenture, of the above named Thomas Hoge, the sum of three thousand dollars, in full of the consideration money for the above granted premises.

HENRY KLING.

Witness at signing.

REMARKS.—A DEED is a writing sealed and delivered, to testify the agreement of the parties, to the thing contained in the deed.

All writings sealed and delivered, are, in law, deeds; but in common acceptation, a deed is a conveyance of land; and under this head, therefore, will be given the *conveyances* in ordinary use.

The first requisite of a deed is, that there be persons able to contract, and be contracted with, for the purposes intended by the deed; and also a thing, or subject matter to be contracted for; all which must be expressed by sufficient names. So as in every grant there must be a grantor and grantee, and a thing granted; in every lease, a lessor, a lessee, and a thing demised,

Secondly, the matter written must be legally and orderly set forth; that is, there must be words sufficient to specify the agreement, and bind the parties: which sufficiency must be left to the Courts of Law to determine.

Thirdly, the next requisite for making a good deed, is the reading of it. This is necessary wherever any of the parties desire it; and if it be not done on his request, the deed is void as to him. If he can, he should read it himself: if he be blind or illiterate, another must read it for him. If it be read falsely, it will be void; at least for so much as is misrecited: unless it be agreed by collusion, that the deed shall be read false, on purpose to make it void—for in such cases it shall bind the fraudulent party.

A fourth requisite to a good deed is, that it be delivered by the party himself, or his certain attorney: which therefore is also expressed in the attestation, "sealed and delivered." A Deed takes effect only from this tradition or delivery; for if the date be false or impossible, the delivery ascertains the time of it.

The last requisite to the validity of a deed, is the attestation or execution of it in the presence of witnesses; though it is necessary, rather for preserving the evidence, than for constituting the essence of the deed.

THE FORM OF A WILL, WITH THE DEVISE OF A REAL ESTATE, LEASHOLD, &c.

The last Will and Testament of Isaac Cole, of Hanover township, Montgomery county: In the name of God, I, Isaac Cole, considering the uncertainty of this mortal life, and being of sound mind and memory, (blessed be almighty God for the same,) do make and publish this my last will and testament, in manner and form following, (that is to say,) First, I give and bequeath unto my beloved wife, Mary Cole, the sum of two thousand dollars. Item, I give and bequeath to my eldest son Peter Cole, the sum of one thousand dollars. Item, I give and bequeath unto my two younger sons, John Cole and James Cole, the sum of eight hundred dollars, each. Item, I give and bequeath to my daughter-in-law, Jane Hall, single woman the sum of six hundred dollars, which said several legacies, or sums of money, I will and order to be paid to the said respective legatees, within six months after my decease. I further give

and devise to my said eldest son, Peter Cole, his heirs and assigns, all that messuage or tenement, situate, lying and being in Hanover township, and county aforesaid, together with all my other freehold estate whatsoever, to hold, to him the said Peter Cole, his heirs and assigns, for ever. And I hereby give and bequeath, to my said youngest sons, John Cole, and James Cole, all my leasehold estate, of and in all those messuages, or tenements, with the appurtenances, situate in Limerick township, county aforesaid, equally to be divided between them. And lastly, as to all the rest, residue and remainder of my personal estate, goods and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife Mary Cole, whom I hereby appoint sole executrix of this my last will and testament; hereby revoking all former wills by me made. In witness whereof, I have hereunto set my hand and seal, the first day of April, in the year of our Lord, one thousand eight hundred and thirty.

ISAAC COLE, (*L.S.*)

Signed, sealed, published and declared, by the above named Isaac Cole, to be his last will and testament, in the presence of us; who, at his request, and in his presence, have subscribed our names as witness thereunto.

ROBERT DICKEY,
JOSEPH FISHER,
SIMON SOLMON.

WILL—*Whereby the Testator orders his Personal Estate to be appraised and divided, &c. after debts, &c. paid.* 3

I WILL that all my just debts, as shall be by me owing at my death, together with my funeral expenses, and all charges touching the proving of, or otherwise concerning this my will, shall in the first place, out of my personal estate and effects be fully paid and satisfied; and from and after payment thereof, and subject thereunto, then my will is, that all the residue of my goods, stock, chattels, merchandises, and household furni-

ture, shall be indifferently appraised, and after such appraisment made, that the same shall be divided into three equal parts; one equal third part whereof, I give and bequeath unto my loving wife, Jane. One other equal third part thereof, I give and bequeath unto and among my children, James, John and Sarah, to be equally parted and divided among them, share and share alike, and to be paid and delivered unto my said sons, at their several respective ages of twenty-one years, and to my said daughter at her age of twenty-one years, or day of marriage, which ever shall first happen: And my will and meaning is, that in case any of my said children shall depart this life, before such time as the part or portion of him, her, or them, so dying, shall become payable, then, and in such case, the part or portion of him, her, or them so dying, shall go and be equally divided among the survivors or survivor, of them, share and share alike, if more than one, and to be paid to such survivors or survivor, at the time aforesaid: And as to the remaining third part thereof, I will, give and bequeath, the same as follows, viz: I give and bequeath the same

unto my sons, the said James and John, equally to be divided among them, share and share alike, to be paid as before directed; and I make and ordain Samuel Porter, and Peter Dull, executors of this my last will and testament, &c. and I hereby nominate and appoint David Lyne overseer of the same, &c.

APPOINTMENT OF GUARDIANSHIP.

And I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from after her decease, or second marriage, unto my trusty and much esteemed friend, Joseph Roberts, his executors and assigns, and do hereby declare that the expenses of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the monies and estate, given and bequeathed to her in and by this my will.

CLAUSE CONCERNING DISPUTES ABOUT ANY GIFT OR BEQUEST IN A WILL.

And lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question or controversy shall be moved, arise or happen, concerning any gift or bequest, in this my will, given and bequeathed, expressed or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order and determination of my friends John Boyd and Joshua Harvey, both of Frederick township, Montgomery county, and what they shall order, direct and determine therein, shall be binding and conclusive to all and every person and persons therein concerned.

REMARKS.—If any man's estate consists merely of personal property, he may make his will without witnesses, but it is best to have them.

If real estate is to pass by it, there should be three witnesses; and these witnesses must subscribe the will, in presence of the testator.

The attestatton is *sure* to be good, if the testator signs the will in the presence of three witnesses—tells them it is his will, and requests them to witness it—and *sees* them write their names as witnesses.

In drawing the will it should be recollected, that any provision made in it for the wife, will not prevent her having dower also, unless it is declared to be in lieu of dower.

Lands purchased after making a will, do not pass by it, unless it is republished: nor will *after born children* receive any benefit from it, unless they are provided for by a codicil.

COMMON BOND OF ARBITRATION.

Know all men by these presents, That I, Nathan Harlan, of the township of Hanover, in the county of Dauphin, gentleman, am held and firmly bound to John Jones, of the township and county aforesaid, yeoman, in the sum of one thousand dollars, of good and lawful money of the United States, to be paid to the said John Jones, or to his certain attorney, executors, administrators, or assigns, for which payment to be well and faithfully made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal—dated the fiest day of March, in the year of our Lord, one thousand eight hundred and thirty.

The condition of this obligation is such, that if the above bounden Nathan Harlan, his heirs, executors, and administrators, on his or their parts and behalfs, shall and do in all things well and truly stand to, obey,

abide by, perform, fulfil and keep the award, order, arbitrament, and final determination of Hiram Worstell, Henry Hays, and George Stokes, of the township and county aforesaid, arbitrators, indifferently elected and named, as well on the part and behalf, of the above bounden Nathan Harlan as of the above named John Jones, to arbitrate, award, order, judge, and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by and between the said parties, so as the said award be made in writing, under the hands of the said Hiram Worstell, Henry Hays, and George Stokes, or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same on or before the first day of June, one thousand eight hundred and thirty, then this obligation to be void, or else to remain in full force,

AWARD—BY THREE ARBITRATORS.

TO all to whom this present writing of award indented shall come, We, Hiram Worstell, Henry Hays, and George Stokes, send greeting: Whereas divers controversies and debates have been, and yet are depending between Nathan Harlan, and John Jones, for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound, each to the other, by their several obligations, bearing date the first day of April, one thousand eight hundred and thirty, in the sum of one thousand dollars, with conditions thereunto written for the performance of the award, arbitrament, determination and judgment of us, the said Hiram Worstell, Henry Hays, and George Stokes, arbitrators indifferently elected and chosen, as well on the part and behalf of the said Nathan Harlan, as on the part and behalf of the

said John Jones, to award, arbitrate, determine, and judge, of and concerning all and all manner of actions, suits, judgments, executions, accounts, quarrels, controversies, trespasses, damages and demands whatsoever, had, made, moved, commenced or depending between the said Nathan Harlan and John Jones, so as the said award, determination and judgment of us, the said Hiram Worstell, Henry Hays, and George Stokes, of and concerning the premises, be made and put in writing, under our hands and seals, on or before the first day of June, as by the said obligations and conditions thereof, doth more fully appear. Now know ye, that we the said Hiram Worstell, Henry Hays, and George Stokes, arbitrators as aforesaid, taking upon us the charge and burden of the said award and arbitrament, and having heard and understood the sayings and allegations of both parties, concerning the premises, and being minded to settle unity and friendship between them, concerning the same, do thereupon make and put in writing this our

award, arbitration and judgment between the said parties, for and concerning the premises, in manner and form following, that is to say: First, we do award, arbitrate, and determine by these presents, that the said Nathan Harlan, his heirs, executors, or administrators, do and shall pay, or cause to be paid, unto the said John Jones, the sum of eight hundred and fifty dollars, and that upon payment thereof each of them, the said John Jones, and Nathan Harlan, shall seal and subscribe, and as his several act and deed, delivered unto the other of them a general release in writing, of all matters, actions, suits, cause and causes of action, bonds, bills, covenants, controversies and demands whatsoever, either of them hath, may or might, or in any wise ought to have, against the other of them, by reason of the matters aforesaid, or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world, unto the day of the date of the said obligation: And for the better attestation and confirmation of this award, we the said arbitrators,

have hereunto set our hands and seals, the first day of June, in the year of our Lord, one thousand eight hundred and thirty.

HIRAM WORSTELL, *(L.S)*
HENRY HAYS, *(L.S.)*
GEORGE STOKES, *(L.S.)*

REMARKS.—The Act by which parties refer a matter in dispute to the decision of a third person, is called a Submission—the person, an Arbitrator—and his decision, an Award.

The Submission may be verbal or in writing. And as it is a mere authority, it may in either case be revoked; but then notice must be given of the revocation before an Award. If the submission is by bond, it will become forfeited by a revocation.

It is common to have several arbitrators. When this is the case, they must all join in the Award, unless it is otherwise provided for in the submission. And where there is such a provision, all must be present, unless those who are absent had proper notice..

An award, to be good, must be according to the Submission. If it embraces any matter not comprehended in the Submission, it is so far void.

The Award ought to comprehend every thing submitted, and not be of parcel only.—It must also be certain, or capable of being reduced to a certainty—advantageous—mutual—and final.

PETITION FOR LAYING OUT A ROAD.

To the honorable the Judges of the Court of Common Pleas, of the county of Dauphin, now composing a court of Quarter Sessions of the Peace, in and for the said county.

The Petition of divers inhabitants of Paxton township, in the said county,

Humbly Sheweth—

That your petitioners labor under great inconveniences, for want of a road or highway, to lead from ——— to ———. Your petitioners therefore humbly pray the court to appoint proper persons to view and lay out the same according to law. And they will pray, &c.

***There must be no intermediate points made in the road prayed for,

RETURN.

To the honorable the Judges within named.

WE, the persons appointed by the within order of court, to view and

lay out the road therein mentioned, do report that in pursuance of the said order, we have viewed and laid out, and do return for public [or private] use, the following road, to wit: beginning, &c. [here describe the courses and distances in letters, not figures, with references to the improvements through which it passes,] a plot or draft whereof, is hereunto annexed. Witness our hands the first day of May, one thousand eight hundred and thirty.

***At least five of the viewers, must view the ground, and any four of the actual viewers may lay out the road.

ANOTHER.

WE, the subscribers, do report, that in pursuance of the within order of court, we have viewed the place where the road, within mentioned, is requested, and are of opinion that there is no occasion to lay out the same, Witness our hands, &c.

PETITION FOR REVIEW OF A ROAD.

To the honorable the Judges of the Court of Common Pleas, of the county of Dauphin, now composing a court of Quarter Sessions of the Peace, in and for the said county.

The Petition of divers inhabitants of Paxton township, in the said county, Humbly Sheweth.

That a road hath been lately laid out, by order of the court, from —— &c. which road, if confirmed by the court, will be very injurious to your petitioners, and burthensome to the inhabitants of the township through which the same runs. Your petitioners therefore pray your honors to appoint proper persons to review the said road, and parts adjacent, and make report to the court according to law. And they will pray, &c.

REPORT.

To the honorable the Judges within named.

WE, the persons appointed to review the road within mentioned, and

parts adjacent, do report, That in pursuance of the said order, we did review the same, and have laid out for public use, the following road, to wit: beginning, &c. [or, after "same," say, "and in our opinion there is no occasion for such a road."] Witness our hands, &c.

PETITION FOR VACATING A ROAD.

To the honorable, &c. The Petition of, &c. Humbly Sheweth.

THAT a road has been long since laid out from, &c. ——— which road [or part of which road, beginning, &c.] your petitioners humbly conceive, is now become useless, inconvenient and burthensome to the inhabitants thereabouts.—Your petitioners therefore humbly pray your honors, that the said road may be vacated, agreeably to the act of the general assembly, in such case made and provided. And they will, &c.

REPORT.

To the Honorable, &c.

WE, the subscribers, appointed by the within order of court, to view the road therein mentioned, do report, That in pursuance of the said order, we have viewed the said road, and that the same is, in our opinion, useless, inconvenient, and burthensome, [or that, in our opinion, there is no cause for vacating the same.] Witness our hands, the first day of March, one thousand eight hundred and thirty.

PETITION FOR VALUING LANDS.

To the honorable, &c. The Petition of, &c. Humbly Sheweth.

THAT a public road or highway was lately laid out, and opened, by order of this court, from ———; which road is laid out and opened through the land of your petitioners. Your petitioners, therefore, humbly pray your honors to appoint proper persons, to view and adjudge the value of so much of their lands, respectively, as is, or may be taken up, for the use of the said road. And they will pray, &c.

REPORT.

To the Honorable, &c.

WE, the subscribers appointed by the within order of court, to view and adjudge the value of so much of the lands of A. B. as are taken up by the road therein mentioned, do report, That in pursuance of the said order, we have viewed the lands taken up by the road therein mentioned, and do value and adjudge the loss thereby occasioned, to the within named A. B. at the sum of —— dollars; and the loss thereby occasioned to C. D. at the sum of —— dollars, respectively. Witness our hands the first day of March, one thousand eight hundred and thirty.

ANOTHER.

WE, the subscribers, within appointed to view and assess the damages sustained by the petitioner, A. B. by reason of the premises in the within order mentioned, do report that, having been previously sworn or affirmed, according to law, we did view the lot through which the within mentioned road passess, and that upon due consideration, as well of the advantages as disadvantages arising to the petitioner, we are of opinion, that he has received damage to the amount of —— dollars, and we do accordingly assess the same.—Witness our hands, &c.

A GENERAL EELEASE FROM ONE TO ONE.

Know all Men by these Presents, That I, Abner Moore, of —— township, —— county, have remised, released, and for ever dis-

charged, and by these presents do, for me, my heirs, executors, and administrators, remise, release, and for ever discharge, Henry Williams, of the township and county aforesaid, his heirs, executors, and administrators, of and for all, and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and demands whatsoever, in law and equity, which against the said Henry Williams, I ever had, now have, or which I, my heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the begining of the world, to the day of the date of these presents. In witness whereof, I have hereunto set my hand and seal, the 1st of March, one thousand eight hundred and thirty.

ABNER MOORE. (*L.S.*)

Sealed and delivered in the presence of

RELEASE OF A LEGACY.

Know all Men by these Presents, That whereas Abner Moore, of —— township, —— county, by his last will and testament in writing, bearing date the first day of January, one thousand eight hundred and thirty, did among other legacies therein contained, give and bequeath unto me, Charles Dove, of the township of ——, and county aforesaid, the sum or legacy of one thousand dollars, and of his said will, made and constituted Eli Lucas, sole executor, as in and by the said will may appear. Now know ye, that I, the said Charles Dove, do hereby confess and acknowledge, that I have had and received of and from the said Eli Lucas, the legacy or sum of one thousand dollars, so as aforesaid given and bequeathed unto me, by the said Abner Moore. And therefore I do by these presents acquit, release and discharge the said Eli Lucas, of and from all legacies, dues, duties and demands, whatsoever, which I, my executors, or administrators, may have, claim, challenge or demand, of or against the said Eli Lucas, his executors or administrators, by virtue

of the said last will and testament of, or out of the estate of the said Abner Moore, deceased, as aforesaid. In witness whereof, I have hereunto set my hand and seal, the first day of March, in the year of our Lord, one thousand eight hundred and thirty.

CHARLES DOVE. *(L.S.)*

Sealed and delivered in the presence of

RELEASE TO A GUARDIAN.

Know all men by these presents, That I, Lewis Lukens, son and heir of Samuel Lukens, deceased, hath remised, released, and for ever quit claimed, and by these presents doth remise, release, and for ever quit claim, unto Joseph Hall, of —— township, - —county, his guardian, all and all manner of actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said Lewis Lukens, ever had, now hath, or which he, his executors or administrators, at any time hereafter, can or may have, claim or demand, against the said Joseph

Hall, his executors or administrators, for touching or concerning the management and disposition of any of the lands, tenements or hereditaments of the said Lewis Lukens, situate in —— township, and county aforesaid, or any part thereof, or for or by reason of any money, rents, or other profits by him received, out of the same, or any payments made thereof, during the minority of the said Lewis Lukens, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date hereof. In witness whereof, I have hereunto set my hand and seal, the first day of March, in the year of our Lord, one thousand eight hundred and thirty.

LEWIS LUKENS, *(L.S.)*

Sealed and delivered in the presence of

REMARKS.—A Release must be an instrument sealed; and the most beneficial release, which a man can have, is one of all demands.

Where a person has a cause of action against several, either for a debt due, or a wrong done, and for which they are jointly and separately liable, it seems that a release to one is a release to all.

FOR WRITINGS LEFT IN A PERSON'S HANDS.

Received, the first day of March, one thousand eight hundred and thirty, of Samuel Stokes, of the borough of Easton, three deeds or conveyances; one of them proporting to be a lease of a farm, and made between Samuel Stokes, and Nathan Pool. For which several deeds or whitings, I hereby engage to be accountable, and to re-deliver the same to the said Samuel Stok s, on demand. Witness my hand and seal, the day and year above written.

JOHN BAYLESS, *(L.S.)*

FOR MONEY RECEIVED ON A PURCHASE.

Know all Men by these presents, That I, David Ruppley, of — township, —— county, do hereby acknowledge myself, upon the day of the date hereof, to have received of Jacob Jacobs, of the township and county aforesaid, the sum of five hundred dollars, of lawful money of the state of Pennsylvania, being the last payment, and in full of two thousand dollars, by him paid, as the consideration of the purchase of a certain plantation and tract of land, situate in —— township, and county aforesaid, by me, the said David Ruppley, sold and conveyed to the said Jacob Jacobs. And of the said whole sum of two thousand dollars, and of every part and parcel thereof, I, the said David Ruppley, do by these presents, for me, my heirs, executors, and administrators, acquit and discharge the said Jacob Jacobs, his heirs, executors, and administrators, for ever. Witness my hand and seal, this first day of March, one thousand eight hundred and thirty.

DAVID RUPPLEY, (*S.L.*)

AGREEMENT WITH A MANAGER.

Articles of Agreement, Made and fully agreed upon, the first day of March, in the year of our Lord one thousand eight hundred and thirty, between John Ross and John Weistling, of the township of Vincent, Chester County, and state of Pennsylvania, of the one part, and John Hackett, of the township of Pikeland, county and state aforesaid, of the other part, as follows, to wit: The said John Hackett, for the consideration herein after mentioned, doth covenant and agree, faithfully, truly, and diligently to serve the said John Ross and John Weistling, their heirs and assigns, as their book-keeper, overseer and manager, at their iron works, in Schuylkill township, Chester county aforesaid, wherein he is skilled, from the first day of April, now next ensuing, for and during the term of one whole year, thence ensuing, and fully to be complete and ended, during which term, he, the said John Hackett, shall and will be ready, at all times, to render just and true accounts, unto the

said John Ross and John Weistling, of all works, matters, and things, to be done or performed at the iron works aforesaid; and shall and will deliver unto each of them, the said John Ross and John Weistling, their heirs and assigns, respectively, at the bank of the iron works aforesaid, one full and equal third part of all the pig-iron which shall be made at the iron works aforesaid, and shall not, nor will, at any time during the said term, wilfully neglect or depart from the said service or employment, nor do or cause, willingly suffer to be done, any act or things whatsoever, to the prejudice of the said John Ross and John Weistling, their heirs or assigns, in their iron works or concernments aforesaid, or otherwise howsoever; but on the contrary shall and will demean, behave himself, order and direct all workmen, servants, and persons employed in the iron works aforesaid, to do their work, service and duty, to the utmost of his skill, knowledge and ability, and for the most profit and advantage of the said John Ross and John Weistling, for themselves, their heirs and assigns, do covenant and agree, to and with the said John

Hackett, his executors, administrators and assigns, by these presents, in manner following, that is to say, well truly and faithfully to pay, unto him the said John Hackett, for his service aforesaid, the just and full sum of five hundred dollars, in four equal quarterly payments, or oftener if required. And for the true performance of all and singular the covenants and agreements aforesaid, each of the said parties bindeth himself his heirs, executors and administrators and assigns, in the penal sum of one thousand dollars, firmly by these presents.—In witness whereof, we have hereunto set our hands and seals, the day and year above written.

Sealed and delivered in the presence of

PETITION FOR LICENSE TO TAVERN KEEPERS.

To the Court of General Quarter Sessions of the Peace, in and for the county of Philadelphia.

The petition of John Doe of said county respectfully Sheweth:

THAT your petitioner resides in that commodious three story brick house, between —— and —— streets, No. — which is in every respect suitable, convenient, and eligibly situated for a tavern or house of public entertainment, for the accommodation of travellers and neighbours with lodging and refreshments. He therefore prays the court to grant him a license for a Tavern or house of public entertainment, for selling wines and spirituous liquors, for the accommodation of travellers and neighbors, in the said house. Philadelphia, June, 1830. JOHN DOE.

We, the subscribers being well acquainted with the petitioner, and believing that the house he lives in is suitable, and situation eligible for a Tavern, beg leave to recommend him for a license agreeably to his petition.

CLAIM TO BE FILED BY LIEN CREDITORS IN THE PROTHONOTARY'S OFFICE.

John Doe of the city of Philadelphia, house carpenter, files his claim for two hundred dollars, against a certain house and lot belonging to Richard Roe, situate on the east side of Fifth street, between Chesnut and Walnut streets, in the said city, numbered — containing in front on Fifth street, twenty feet, and in depth forty feet, bounded on the west by the said Fifth street, on the north by ground of John Fenn, on the east by ground of Isaac Few, and on the south by ground of Eli Taylor, for that sum due him for carpenter's work done and performed, and for materials furnished by him in erecting the aforesaid House in July, 1829.

July 2, 1830. JOHN DOE.

REMARKS.—The above form will answer for any claim whatever of lumber merchants, brick-makers, stone-cutters, masons, lime merchants, painters and glaziers, ironmongers, black smiths, plasterers, and all other persons employed in erecting a house or other building, or in furnishing materials for the same, substituting the real names of the parties, dessriptions, kind of work or materials, &c. in place of those printed above.

RULE OF ARBITRATION UNDER THE COMPULSORY ARRITRATION LAW.

In the District Court for the city and county of Philadelphia.

John Doe, *vs.* Richard Roe.	Of the term of December, 1829. No. 232.

And now December 20th, 1829, agreeably to the directions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act regulating arbitrations, the plaintiff by writing filed, enters a rule of reference in the above cause and declares it to be his determination to have arbitrators chosen on the 20th day of December, 1829, at ten o'clock in the forenoon of that day at the office of the Prothonotary of the said court, in the city of Philadelphia, for the trial of all matters in variance in the above suit, between the parties.

JOHN DOE, Plaintiff.

N. B. The above must be filed in the office of the Prothonotary, who will grant a rule of reference'

Conditions to suffer a Wife to live a-part and have all her Effects and to behave quietly to her.

Know all men by these presents, Whereas Molly, the wife of the said Rian Roe, hath, for several years last past, lived separate and apart from the said Rian Roe, her husband, and hath during all the said time, maintained and provided for herself, and Jane, the daughter of the said Rian Roe, without any expense to the said Rian Roe. And whereas it is agreed between the said Rian Roe, and the said Molly his wife, that the said Molly the wife of the said Rian Roe, shall and may at all times hereafter live separate and apart from the said Rian Roe, and also that the said Molly Roe shall and may have, hold, and enjoy to her sole and separate use, all such monies, goods, and effects, as the said Molly Roe, is now possessed of, or shall or may at any time or times hereafter, get or acquire, or which shall be given or bequeathed to her by any person or persons whatsoever, without any hindrance, molestation, or interrup-

tion, of or by him the said Rian Roe. And whereas the said Rian Roe, hath also agreed to behave himself peaceably and quietly towards the said Molly Roe, his wife, and the said Jane Roe, his daughter, and not to molest, assault, disturb, or do any bodily hurt or injury to them or either of them: Now the condition of this obligation is such, That if the above bounden Rian Roe, shall and do from time to time and at all times hereafter, during the term of his natural life, permit and suffer the said Molly Roe, his wife, and the said Jane Roe, his daughter, (in case they or either of them shall so long happen to live) to live separate and apart from the said Rian Roe, without any molestation, disturbance, or interruption of or by him the said Rian Roe, and also if the said Rian Roe, his executors or administrators shall and do at all times hereafter, permit and suffer the said Molly Roe, his wife, to have, hold, and enjoy, to her sole and separate use, all and every the monies, goods, chattels and effects, whereof the said Molly Roe is now possessed, and also all and every the monies, goods, chattels and effects which the said Molly Roe,

shall or may at any time or times hereafter, get or acquire, or which shall or may be given or bequeathed to the said Molly Roe, by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said Rian Roe, and also if the said Rian Roe, shall and do, from time to time, and at all times hereafter, demean and behave himself peaceably and quietly towards the said Molly Roe, his wife, and the said Jane Roe, his daughter, and each of them, and shall not, nor in any manner whatsoever molest, assault, disturb, or do any bodily hurt or injury to the said Molly Roe, his wife, and the said Jane Roe, his daughter, or either of them, then this obligation to be void; but if default shall be made in performance of all or any of the conditions above specified, then this obligation is to remain and be in full force and virtue.

☞Such bonds must not be made to the woman herself, but to some person for her use.

RELEASE OF DOWER.

To all to whom these presents shall come, Anne Smith of the city and county of Philadelphia, relict of Benjamin Smith, late of the city of Philadelphia, sends greeting. Know ye, that the said Anne Smith as well for and in consideration of the sum of one hundred dollars to her in hand paid, at or before the sealing and delivery of these presents, by her son James Smith, of said county, well and truly paid, the receipt whereof the said Anne Smith doth hereby acknowledge, and thereof doth acquit and discharge the said James Smith, his heirs, executors and assigns forever; and for the love and affection she hath to her said son, and for other good causes and considerations her thereunto especially moving, she the said Anne Smith hath granted, remised, released, and forever quit-claimed, and by these presents doth fully and absolutely grant, remise, release and forever quit-claim unto the said James Smith, his heirs and assigns forever, all the dower and thirds, right and title of dower and

thirds, and all other right, title, interest, claim and demand whatsoever, in law and equity, of her the said Anne Smith, of in and to [a certain parcel of land, &c. with the parcels, and how it descended to A. and B.] so that neither she the said Anne Smith, her heirs, executors or administrators, nor any other person or persons for her, them or any of them, shall have, claim, challenge or demand, or pretend to have, claim, challenge or demand, any dower or thirds, or any other right, title, claim or demand of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents. In witness whereof, I have hereunto set my hand and seal the second day of September, 1830.

ANNE SMITH, (*L.S.*)

Sealed and delivered in the presence of

ARTICLES OF CO-PARTNERSHIP.

Articles of Agreement, made and concluded this first day of June one thousand eight hundred and thirty, between B. Choice of the City of Philadelphia, state of Pennsylvania, Painter, of the one part, and D. O'Neal, of the same place, Painter, of the other part, witnesseth as follows: First, the said B. Choice and D. O'Neal have agreed, and by these presents do agree to become co-partners together in the art or trade of Painters, and all things thereunto belonging, and also in buying, selling, vending and retailing all sorts of wares, goods and commodities belonging the said trade of painting; which said co-partnership it is agreed shall continue from the first day of June, one thousand eight hundred and thirty, for and during and to the full end and term of ten years, from thence next ensuing, and fully to be complete and ended. And to that end and purpose he the said B. Choice, hath on the day of the date

of these presents delivered in as stock, the sum of one thousand dollars, and the said D. O'Neal, the sum of one thousand dollars, to be used, laid out, and employed in common between them, for the management of the said trade of Painting, to their utmost benefit and andvantage. And it is hereby agreed between the said parties, and the said co-partners each for himself respectively, and for his own particular part, and for his respective executors and administrators, doth covenant, promise, and agree each with the other of them, his respective executors and administrators, by these presents, in manner and form following, that is to say: That they said co-partners shall not, nor will at any time hereafter, use, exercise or follow the trade of painting, aforesaid, or any other trade whatsoever during the said term, to their private benefit and advantage; but shall and will, from time to time, and at all times during the said term, if they shall so long live, do their and each of their best and utmost endeavours, in and by all means possible to the utmost of their

skill and power, for their joint interest, profit, benefit and advantage, and truly employ, buy, sell and trade with the stock as aforesaid, and the increase thereof in the trade of painting aforesaid, without any sinister intentions or fraudulent endeavours whatsoever: And also, that they the said co-partners shall and will, from time to time, and at all times hereafter during the said term, pay, bear and discharge equally between them the rent of the shop, which they the said co-partners shall rent or hire for the joint exercising or managing the trade as aforesaid. And that all such gain, profit and increase that shall come, grow or arise, for or by reason of the said trade or joint business as aforesaid, shall be from time to time during the said term, equally and proportionably divided between them the said co-partners share and share alike. And also, that all such losses as shall happen in the said joint trade, by bad debts, ill commodities or otherwise, without fraud or covin, shall be paid and born equally and proportionably between them. And further,

it is agreed by and between the said co-partners, that there shall be had and kept from time to time, and at all times during the said term and joint business and co-partnership together as aforesaid, perfect, just and true books of accounts, wherein each of the said co-partners shall duly enter and set down, as well all money by him received, paid, expended and laid out, in and about the management of the said trade, as also all wares, goods, commodities and merchandise, by them, or either of them, bought and sold by reason or means, or upon account of the said co-partnership, and all other matters and things whatsoever to the said joint trade, and the management thereof in any wise belonging or appertaining, which said books shall be used in common between the said co-partners, so that either of them may have free access thereto without any interruption of the other. And also, that they the said co-partners, *once in three months, or sooner if need shall require*, upon the reasonable request of one of them, shall make, yield and render, each

to the other, or to the executors and administrators of each other, a true, just and perfect account of all profits and increase, by them, or either of them made, and of all losses by them or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever, by them made, received, disbursed, acted, done or suffered in the said co-partnership, and joint business as aforesaid, and the same account so made, shall and will clear, adjust, pay and deliver each unto the other at the time of making such account, their equal shares of the profits so made as aforesaid, And at the end of the said term of ten years, or other sooner determination of these presents, be it by the death of one of the said partners or otherwise, they the said co-partners, each to the other, or in case of the death of either of them the surviving party, to the executors or administrators of the party deceased, shall and will make a true, just and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same, and that also upon the making of such final account, all and

every the stocks, as well as the gains and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them, the said co-partners, their executors or administrators, share and share alike.

In witness whereof, we have hereunto set our hands and seals the day and year above written.

BENJAMIN CHOICE, *(L.S.)*
DAVID O'NEAL, *(L.S)*

Sealed and delivered in the presence of

Marriages.

FORM OF MARRIAGE.

We are gathered together here in the sight of God, and in the face of this company, to join together this man and this woman in holy matrimony, which is honorable among all men, and therefore is not by any to be entered into unadvisedly or lightly, but reverently, discreatly, advisedly, soberly, and in the fear of God. Into this holy estate these two persons present come now to be joined. If any one can shew just cause why they may not lawfully be joined together, let him now speak or else hereafter for ever hold his peace.—J. L. wilt thou have this woman to thy wedded wife, to live together after God's ordinance, in the holy estate of matrimony? Wilt thou love her, comfort her, honour and keep her in sickness and in health; and forsaking all others, keep thee only unto her, so long as ye both shall live? Answer, I will.

H. S. wilt thou have this man to thy wedded husband, to live together after God's ordinance in the holy estate of matrimony? Wilt thou obey him, love, honour, and keep him in sickness and in health; and forsaking all others, keep thee only unto him, so long as ye both shall live? Answer, I will. (Join right hands.) For as much as J. L. and H. S. have consented together in holy wedlock, and have witnessed the same before God and this company, and thereto have given and pledged their faith each to the other, and have declared the same by joining of hands, I do, by virtue of the authority vested in me by the laws of the state of Pennsylvania, pronounce that they are man and wife, and let no one put asunder those who have been thus joined together in the presence of God and before this company.

No Justice of the peace is confined to the above form, but may, if he thinks proper, make use of one more to his mind.

CERTIFICATE OF MARRIAGE.

This is to certify, that on the fourth day of September, in the year of our Lord one thousand eight hundred and thirty, before me, J. P. esquire one of the Justices of the peace in and for the county of Berks, J. L. of the township of Bern in the said county, yeoman, and H. S. of the borough of Reading in the county aforesaid, widow, were legally joined in marrige, each of them being of full age, and declaring themselves free, respectively, from prior engagements, or other lawful impediments. In witness whereof, as well they, the said J. L. and H. S. (she assuming the name of her said husband) as I, the said Justice, and other the witnesses present, have hereunto subscribed our names the day and year aforesaid.

INVENTORY.

A true and perfect inventory and just appraisement of all and singular the goods and chattels, rights and credits, which were of A. B. *late of the city of Philadelphia, in the state of Pennsylvania grocer, deceased, at the time of his death, to wit.*

		Dolls.	Cts
Cach, ...		250	00
Wearing apparel, . .		100	00
Goods bequeathed to his widow, to wit:			
2 cows, . .	$30 00		
1 bureau, dinning table and 6 chairs, . .	50 00		
2 beds and bedding, .	85 00		
1 bible and 1 prayer book,	10 60		
		175	60
1 wagon, . . .		42	00
Plough and harrow, . .		6	00
5 horses, . . .		150	00
6 cows, . . .		75	00
Grain in the ground, about 20 acres of rye,		120	00
Bonds and notes, . .		1631	90
Book debts, . . .		133	10
		2683	60

Taken and appraised by us the subscribers, the 16th of March A. D. 1830.

ROBERT WILSON,
PETER HELT.

Berks County, ss.

On the 16th day of March, 1830, before me the subscriber, one of the Justices of the Peace in and for the said county, came the above named R. W. and P. H. who being qualified according to law, do declare that the above inventory contains a just and true appraisment of the goods and chattels, rights and credits of the said A. B. deceased, so far as the same came to their knowledge. Witness my hand and seal.

EXECUTORS' ACCOUNT.

The account of A. B. *and* C. D. *executors of the last will and testament of* E. F. *late of Rockland township, in the county of Berks, farmer deceased.*

1829		Doll.	Ct.	1829		Doll	Ct
	The said accountants charge themselves with all and singular the goods and chattels, rights and credits, which were of the said deceased, agreeably to an inventory thereof, filed in the Register's office at Reading, amounting to	2683	60		The said accountants crave allowance for the following disbursements made out of the estate aforesaid, to wit:		
	To an increase on the sale of goods	103	40		By cash paid Register, for probate of wills,	3	85
	To interest on bonds and notes, received since the inventory was exhibited,	46	60		By cash paid George Hunt per receipt,	56	18
					Abel Jones, - -	140	40
					Walter Gates, - -	79	57
					James Burn, a bond, -	820	00
					By the amount of the goods bequeathed to the widow; and charged in the inventory, amounting to	175	60
					Paid for stating this account,	3	00
					Paid Register for examining and passing this account, &c.	6	00
					Paid Clerk of the Orphans' Court,	1	00
					The accountants' care and trouble for settling the estate,	80	00
					Balance in favour of the estate,	1468	00
		2833	60			2833	60

December 2, 1830. Errors excepted.

A. B.
C. D.

ADMINISTRATORS' ACCOUNT.

The account of A. B. *and* C. D. *administrators of all and singular the goods and chattels, rights and credits, which were of* E. F. *late of Union township, Berks County, yeoman, deceased.*

1829		Dolls	Ct	1829		Dolls	Ct
	The said accountants charge themselves with all and singular the goods and chattels, rights and credits which were of the said deceased, agreeably to an inventory thereof, filed in the Register's office at Reading, amounting to	4254	10		The said accountants crave allowance for the following disbursements made out of the estate aforesaid, to wit:		
					By cash paid Register, for letters of administration, &c.	2	62
					James Logan, per receipt,	38	00
					John Trusty,	146	40
					George Graves.	85	34
	To rent received of John Drum,	140	00		Note in Bank of Pennsylvania,	500	00
					Decrease in the sale of the goods of the deceased,	114	68
					Sundry book debts charged in the inventory not recoverable,	84	56
					Paid for stating this account,	5	00
					Paid Register for examining and passing this account, &c.	6	00
					Paid Clerk of Orphans Court,	1	00
					*Administrators charge for settling the estate,	150	00
					Balance in favour of the estate,	3260	50
		4394	10			4394	10

* By a former usage 5 per cent. commission was charged on all monies received and paid; but it is now a well established rule, that executors and administrators have a right to charge a reasonable allowance, without paying any regard to any fixed per centum.

VOCABULARY

OF

Latin law terms in general use.

Ac etiam. And also.
Addenda. Things to be added.
Ad quod damnum. To what amount of damage.
Ad valorem. According to value.
Alias. A second or fourther writ issued after one sued out without effect.
Alibi. Elsewhere.
Alimony. Signifies nourishment or maintainance, and in a legal sense it is taken for that allowance which a married woman sues for and is entitled to, upon any occasional separation from her husband.
Amicus curiæ. A friend of the court.
Amittere legem terra. To lose and be deprived of the liberty of swearing in any court: As to become infamous renders a person incapable of being an evidence.
Anniented. Abrogated, frustrated, or brought to nothing.
Anno Domini. In the the year of our Lord.
Antea. Before.
Arraign. (From the French Arranger, to set a thing in order;) Hath the same signification in law, but the true derivation is from the French Arraisoner, to call a man to answer in form of law.
Arrest of judgment. To move in arrest of judgment, is to shew cause why judgment should be staid, notwithstanding a verdict given; for in many cases though there be a verdict, no judgment can be had.
Arrestandis bonis ne dissipentur. A writ which lies for a man whose cattle or goods are taken by another, who during the contest doth or is like to make them away, not being of ability to render satisfaction.
Arson. House burning.
Assault. Signifies a violent injury offered to a man's person, of a more extensive nature than battery, for it may be committed by offering a blow, or by a terrifying speech.

Assumpsit. He assumes or takes upon himself (to pay.)

Battery. Is an injury done to another in a violent manner, as by striking or beating a man, pushing, jolting, filliping upon the nose, &c.

Bona fide. That we say is done Bona fide, which is done really, with a good faith, without any fraud or deceit.

Bonus. A consideration for a favor received.

Breve de recto. A writ of right or license for a person ejected out of an estate, to sue for the possession of it when detained from him.

Burglary. Is where a man breaketh and entereth the house of another in the night time, to the intent to commit some felony, whether the intention be executed or not.

Capias ad respondendum. Take to answer.

Cætera desunt. The remainder is wanting.

Capias ad satisfaciendum, (ca. sa.) Take to satisfy. Execution directing the officer to seize the body of the defendant.

Capias utlagatum. Capias of outlawry.

Caveat. Let him beware.

Cepi corpus. Is a return made by the sheriff upon a capias or other process to the like purpose, that he hath taken the body of the party.

Cestui que trust. Is he who hath a trust in lands or tenements for the benefit of another.

Certiorari. To be certified. A writ ordering a cause to be transfered to a superior court.

Citation. A summons to appear.

Clausum fregit. Signifies as much as action or trespass, and it is a writ so called, because the defendant is summoned thereby to answer, Quare clausum fregit of the plaintiff, that is why he did such a trespass.

Codicil, (from Codex a book or writing.) Is a schedule or supplement to a will, where any thing is omitted, which the testator would add, or he would explain, alter or retract what he hath done; and it is the same with the testament, that it is without an executor.

Cognovit actionem. Is where a defendant acknowledges or confesses the plaintiff's cause against him to be just and true, and after issue suffers judgment to be entered against him without trial.

Cognovit coram me. He acknowledged before me.
Compos mentis. Of sound mind.
Confederacy. Is where two or more combine together to do any unlawful act.
Consanguinity. Is a kindred by blood or birth.
Continuance. Is the continuance of a cause, by entry upon the records for that purpose.
Coram me. Before me.
Coram non judice. Not before the judge. Not in court. Not in question.
Coverture. Is by law applied to the state and condition of a married woman, who is sub po testi viri, (under the power of her husband) and therefore disabled to contract with any to the damage of herself or husband, without his consent and privity, or his allowance and confirmation thereof. When a woman is married she is called a Feme covert, and whatever is done concerning her during marriage is said to be done during coverture.
Count. Signifies the original declaration of complaint in a real action.
Credenda. Things to believed.
Cum causa. With a cause.
Cum multis aliis. With many others.
Declaration. Is a shewing in writing the cause of complaint of the plaintiff, in an action against the defendant wherein the party is supposed to have received some wrong.
De bonis non. Of goods not administered.
Dedimus potestatem. We have given power. These words are used to denote the commission to administer oaths.
Default. Is commonly taken for non appearance, at a day assigned.
Defendant. Is the party that is sued.
De facto. In part.
De jure. Of right, by law.
De novo. Anew.
De partitione faciendi. A name given to a writ, directing the sheriff to make partition or division of real estate.
Demurrer. Is a kind of pause or stop, put to any

action, upon point of difficulty, which must be determined by the court, before any further proceedings can be had therein.

Devastavit. He hath wasted.

Dies datus. The date.

Dies non juridici. The day on which no legal proceedings can take place.

Duces tecum. Bring with you.

Durante vita. During life.

Disseissin. Signifies an unlawful dispossessing a man of his right.

Dower. Is a portion which a widow hath of the lands of her husband after his decease for sustenance of herself, and education of her children.

Elongata. Carried out of the county.

Entail. Is fee entailed, viz: abridged, limited, and tied to certain conditions at the will of the doner; where lands are given to, or settled on others.

Erratum. An error, (plural errata.)

Equity. Is defined to be a correction, or qualification, of the law generally made in that part wherein it faileth, or is too severe.

Error. Signifies an error in pleading, or precept, &c. whereupon the writ which is brought for remedy of this oversight, is called a writ of error.

Et cætera. And so of the rest. And so forth.

Eviction. Is a recovery of land, &c. by law.

Executor de son tort—or executor of his own wrong. Is he that takes upon him the office of an executor by intrusion, not being so constituted by the testator.

Excuria. Out of the court.

Ex officio. Is so called from the power a person has by virtue of an office, to do certain acts, without being applied to.

Ex parte. Of the one side only.

Ex post facto. After the deed.

Ex tempore. Out of hand. Without delay, or premeditation.

False imprisonment. Is a trespass committed against a person, by arresting and imprisoning him without just cause, contrary to law, or where a man is unlawfully detained without legal process.

Felo de se. A suicide. A person of sound mind who puts an end to his existence.

Feme covert. A married woman.

Feme sole. A single woman.

Fi. fa. (Fieri facias.) Cause to be made. A writ addressed to the sheriff, directing him to cause to be made or levied the amount of a debt, or damages recovered.

Filius nullius. The son of nobody. A bastard.

Forcible entry. Is a violent actual entry into houses or lands.

Forma pauperis. In the for of a poor man. With the privilege of the poor; that is, free of costs.

Fore closed. Shut out or excluded, as the barring the equity of redemption on mortgages.

Forestalling. The buying or bargaining for marketting by the way as it comes to market, before it is brought thither, to the intent to sell the same again, at a higher and dearer price.

Garnishee. Is a third person or party in whose hands money is attached, so called, because he hath had garnishment or warning, not to pay the money to the defendant, but to appear and answer the plaintiff creditor's suit.

Glebe. Church land.

Graduates. Schollars who have taken degrees in a University.

Guardian. Signifies him that hath the charge or custody of any person or thing; but most commonly he who hath the custody and education of such persons as are not of sufficient discretion to guide themselves and their own affairs, as children and idiots.

Habeas Corpus. Have the body. This is the great writ of civil liberty. It lies where a person is unjustly or illegally imprisoned; in which case he may have an Habeas corpus, which any judge is authorized and required to grant, in order to have the cause of imprisonment tried.

Habeas corpus ad prosequendum. Have the body to

prosecute. Is to remove a man in order to prosecution and trial in the proper county.

Habeas corpus ad respondendum. Have the body to answer.

Habeas corpus ad satisfaciendum. Have the bady to satisfy.

Habere facias possessionem. Cause to take possession. Give possession.

Homicide. Signifies the slaying of a man; and is divided into voluntary and casual. Voluntary homicide is that which is done with deliberation, and a set purpose to kill; and casual homicide is where the death of a man happens by chance without any intention to kill. The former done out of malice is murder: and the latter may be manslaughter.

Homine replegiando. A writ for the relief of a person unjustly detained in custody.

Ibid. (Ibidem.) The same.

Ignoramus. We are ignorant. If a grand jury reject the evidence brought against a person as insufficient to support the charge or accusation, this word is endorsed on the bill, which stops all further proceedings against the party.

Imprimis. First. In the first place.

Implead. To sue or prosecute by the course of law.

In curia. In court.

Indebitatus assumpsit. Being indebted, undertake to pay.

Indictment. Is a bill or declaration of complaint drawn up in form of law, exhibited for some offence criminal or penal, and prefered to a grand jury.

In extenso. In full. At large.

In propria persona. In his proper person.

Inquest. Is an inquisition of persons, in causes civil and criminal, on proof made of the fact on either side.

Inquisition. Is a manner of proceeding by way of search or examination.

Instanter. Instantly or presently.

Intestate. Those that die without making any will or disposition of their estate.

In toto. Entirely. Wholly.
Ipse dixit. He said. Mere unsupported assertion.
Item. Also.
Inventory. Is a list or schedule containing a true description of all the goods and chattels of a person deceased at the time of his death, with their value appraised by indifferent persons.
Invoice. A particular account of merchandize with its value, customs and charges sent by a merchant to his factor or correspondent in another country.
Joint tenants. Are those that come to, and hold lands or tenements jointly by one title. Joint tenants have a sole and peculiar quality of survivorship, which co-partners have not; for if there be two or three joint tenants, and one has issue and dies, he or those joint tenants that survive shall have the whole.
Issue, Generally signifies the point of matter issuing out of the allegations and pleas of the plaintiff and defendant in a cause, to be tried by a jury of twelve men.
Juridicial days. Days in court on which the law is administered.
Jure divino. By divine right,
Jure humano. By human law.
Jury. (From tho Latin word jurare, to swear,) signifies a certain number of men sworn to enquire of and try a matter of fact, and declare the truth upon such evidence as shall be delivered them in a cause.
Jus gentium. Is the law by which kingdoms and society in general are governed.
Kidnapping. Is a stealing and carrying away of a man woman or child.
Larceny. Is a theft or felony of another's goods.
Languidus in prisona. Sick in prison.
Latitat. He lurks. A writ or summons issued from the common pleas, which by a fiction, alleges the defendant to be in a place of concealment.
Levari facias. Cause to be levied.
Lex naturæ. The law of nature.
Lex non scripta. Unwritten law. Common law.

Lex scripta. Written or statute law.
Lex talionis. The law of retaliation.
Lex terræ. The law of the land.
Liberari facias. Cause to be delivered.
Literatim. Letter by letter.
Lien. Is a word used in the law of two significations: personal lien, as a bond, covenant or contract: and real lien, a judgment, statute, recognizance, which oblige and effect the land.
Livery of seisin. Is a delivery of possession of lands, tenements and hereditaments, unto one that has a right to the same.
Locum tenens. A deputy, or substitute.
L. S. (Locus sigilli.) The place of the seal.
Lunatic. Is defined to be a person who is some times of good and sound memory and understanding and some times not: and so long as he hath not understanding, he is non compos mentis.
Maintenance. Signifies the unlawful upholding of a cause or person.
Male fide. In bad faith. Fraudulently.
Malum in se. Evil in itself, as murder.
Mandamus. We order. A writ issued to a corporation commanding them to restore or admit a person to office.
Manslaughter. Is the unlawfull killing a man without any prepense, malice, as when two persons meet, and upon some falling out, the one kills the other.
Manumission. Is the freeing the slave out of bondage.
Maximum. The highest rate. Opposed to minimum.
Messuage. Is a dwelling house with some land adjoining, assigned to the use thereof.
Minimum. The lowest rate. Opposed to maximum.
Minus. Less. Opposed to plus.
Misfeasance. A misdeed or trespass.
Misnomer. Is the using of one name for another. Misnaming.
Misprison of treason. Is a negligence in not revealing treason where a person knows to be committed.
Misprison of felony. Is where a man knows of a felony

committed, and concealeth or procures the concealment thereof.

Misuser. Is an abuse of any liberty or benefit.

Mittimus. We send. The writ by which a magistrate commits an offender to prison.

Moiety. Is the half of any thing.

Mortgage. Is a paron of lands or tenements &c, for money.

Multum in parvo. Much in a little space.

Mutatis mutandis. Allowing for the change of circumstances.

Nem. con. (Nemine contradicente.) No person opposing or disagreeing. Unanimously.

Nil debet. He owes nothing.

Nil dicit. He says nothing. A form of confessing judgment.

Nisi prius. Unless before.

Nolens volens. Willing or unwilling.

Nolle prosequi. Do not proceed. Used when a plaintiff having commenced an action, declines to proceed therein.

Non assumpsit. He did not assume.

Nonage. Under age.

Non compos mentis. Not of sound mind. A lunatic.

Non est factum. There is no deed.

Non est inventus. He has not been found. Returns made by a sheriff when a defendant is not to be found in his bailiwick.

Non Omittas. Do not omit.

Non sum informatus. I am not informed. A form of confessing judgment.

N. B. (Nota bene,) Mark well. Take notice.

Nulla bona. No goods found.

Non suit. Is the letting a suit or action fall.

Nuncupative will. Is a will by words of mouth, it is a verbal declaration of the testator's mind before a sufficient number of witnesses.

Overt act. An open act which by law must be manifestly proved.

Out law. One deprived of the benefit of the law.

Oyer and terminer, from the French Ouir, to hear and terminer, to determine, power of hearing and determining treason, felonies, &c.

Oyes. From the French Oyez, hear ye, used by cries in the court to enjoin silence.

Partitione faciendi. For making partition.

Pendente lite. Whilst the suit or contest is depending.

Per annum. By the year.

Per cent. (Per centum.) By the hundred.

Per curiam. By the court.

Per diam. By the day.

Per se. By itself.

Pluries. Often. A name given to a writ which is issued after two former ones without effect.

Plus. More. Opposed to minus.

Posse comitatus. The power of the county.

Postea. Afterwards.

Post mortem. After death.

Præcipe. Command. Order.

Precedents. Are examples or authorities to follow.

Primogeniture. Is the title of an elder brother, in right of his birth.

Prima facie. At the first appearance. On the first view.

Probate. Proving.

Prochein amy. Next friend.

Pro et con. For and against.

Pro rata. In proportion.

Protest. Of a bill of exchange, note, &c. refusal of acceptance or payment.

Prothonotary. Clerk of the common pleas.

Pro tem. (Pro tempore.) For the time being, Not permanently.

Quash. Is to overthrow or annul any thing.

Quid pro quo. An equivalent, A mutual consideration.

Qui tam. An action in the nature of an information on a penal statute, in which the party recovers for his own use a portion of the penalty.

Quit claim. A release of one from any action he hath against him.

Quo jure. By what right.

Quo warranto. By what warrant. A writ lying against a person who has usurped any franchise or liberty.

Recital. Is the rehearsal or making mention in a deed or writing of something which has been done before.

Recognizance. Is a bond or obligation of record, acknowledged to the commonwealth; &c,

Rectus in curia. Right in court. Is he that stands at the bar, and no man objects any offence against him.

Respublica. The commonwealth.

Replevin. Is a remedy grounded and granted upon a distress, being a redeliverance of the thing distrained to remain with the first possessor, on security or pledges given by him to try the right with the distrainer, and to answer him in a course of law.

Retorno habendo. A writ directing a return of chattels to one from whom they had been replevied.

Reversion. Signifies returning again.

Revocation. Calling back a thing granted.

Riot. Is where three or more persons assemble together, to do an unlawful act to the disturbance of the peace.

Scire facias. Cause it to be known. The name given to a judical writ ordering the defendant to shew cause why execution should not be issued, or something else should not be done in a legal proceeding between the parties.

Scire fieri. Caused to be made known.

Se defendendo. Is a plea for him that is charged with the death of another person, by alledging that he was driven unto what he did in his own defence.

Sine die. Without day.

Sine qua non. An indispensible preliminary. A thing without which another thing cannot take place.

Ss. (Scilicet,) To wit.

Status quo. The state or condition in which.

Subordination. A secret underhand preparing, instructing, or bringing in a false witness, and from hence subordination of perjury is the preparing or corrupt alluring to perjury.

Subpœna. Under a penalty. The name given to a writ summoning witnesses.

Subpœna ad respondendum. Summon to answer.

Subpœna an audiendum. Summon to hear.

Sui generis. Of his own kind, Peculiar, Unique.

Summum bonum. The chief good.

Supersedeas. Remove or set aside, A writ to stay proceedings.

Surplusage. Is a superfluity or addition more than needful.

Synonymous. A thing of the same name, or of the like signification,

Tantamount. Is where any thing doth amount to another, and then it is all one as if it was the same.

Tecum duces. Bring with you.

Tenents in common. If a conveyance is made to two persons, the one moiety to one and his heirs, and the other moiety to others, &c. it is a tenancy in common and the heirs and executors of tenants in common, shall have their parts and shares, and not the survivors, as in case of joint tenants.

Tenement. A house.

Tent. They are held and bound.

Terre tenant. Is he who has the actual possession of the land.

Testatum ca. sa. A capias ad satisfaciendum directed to the sheriff of another county.

Testatum fi. fa. A fieri facias with a similar direction.

Transcript. Is the copy of any original writing.

Trover. (From the French trouver, to find,) Is an action which a man hath against one, that having found any of the goods, refuseth to deliver them upon demand. and if another hath in his pessession my goods, by delivery to him or otherwise, and he sells or makes use of them without my cunsent; this is a conversion for which trover lies, so if he doth not actually convert them, but doth not deliver them to me on demand.

Vagrants. Persons not having sufficient to maintain themselves, live idle, and refuse to work.

Vade Mecum. Go with me. Used as synonymous with a companion.

Venditioni exponas. Expose for sale, The name of a writ directing the sheriff to sell property therein mentioned.

Venire facias. Cause or order to come. A judicial writ by which the sheriff is required to summon a jury.

Verbatim et literatim. Word for word and letter for letter.

Verdict. Is the answer of a jury given to the court, concerning a matter of fact in any cause committed to their trial.

Vs. (Versus,) Against,

Veto. I forbid.

Vi et armis. Are words used in indictments, &c. to express the charge of forcible and violent committing any crime or trespass.

Vice versa. Conversely as thus; "the generous should be rich, and vice versa the rich should be generous."

Vide. See.

Viz. (Videlicit,) That is to say.

Viva voce. By the living voice. Not by ballot.

Vivat respublica. May the republic continue.

Voire dire. Is when a witness is sworn to tell the truth respecting his interest in a matter in controversy.

Ult. (ultimus,) The last,

User de action. Is the pursuing or bringing an action in the proper county.

Uti possidetis. As you posses.

Warrantly. Is a promise or covenant by deed made by the bargainor, for himself and his heirs, to warrant or secure the bargainee and his heirs, against all men for the enjoying of the thing granted.

Yeamen. Freeholders, Farmers.

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